

# **EXHIBIT A**

### SERVICES AGREEMENT

This Services Agreement (this "Agreement") is executed as of this 7<sup>th</sup> day of November, 2008 (the "Effective Date") by and between Level One Technologies, Inc. a Missouri corporation ("Level One"), and Penske Truck Leasing Co., L.P. ("Penske"), a Delaware Limited Liability Company.

### RECITALS

- A. Level One offers services and applications for load tendering, document imaging, and electronic payment and presentment of freight bills.
- B. Penske provides supply chain management and logistics services to major industrial and consumer companies throughout the world.
- C. Penske desires to obtain certain services from Level One that will allow Penske to create and send electronic invoices, attach electronic images of proof of delivery to said invoices and initiate electronic transfers of funds between involved parties.
- D. Epay Manager (Epay) is an Internet based load tendering and electronic payment system designed specifically for the transportation industry. It is a service of Level One and is available online at <http://www.epaymanager.com>.

### AGREEMENT

- 1. **Term.** The term of this Agreement will commence on the date this agreement is signed by both parties and will continue for 60 Months (the "Initial Term"), unless earlier terminated as provided herein. At the expiration of the Initial Term, this Agreement will automatically renew for successive terms of two years (each a "Renewal Term") unless notice of non-renewal is given by either party no less than sixty days before expiration of term. Penske will be deemed to have accepted Level One's then current charges for any successive term unless Penske gives notice to Level One of its rejection of any increase in charges no later than thirty days after Penske receives notice thereof. If Penske rejects any increase in charges, this Agreement shall terminate on the date which is thirty days after Penske gives notice to Level One of its rejection of such increase and during such period prior to termination the previous charges will apply.
- 2. **Registration Information.** Penske agrees to provide current, accurate, and complete company, user and banking information and to maintain and promptly update this information as applicable. Penske agrees not to impersonate any person or use a name that you are not authorized to use. If any information you provide is inaccurate, not current, or incomplete, you agree to correct or complete the information immediately after the deficiency is discovered. Penske authorizes Level One and its subsidiaries, affiliates, agents, employees, and assigns to make any inquiries they consider necessary to validate your registration. Penske agrees to notify Level One immediately of any changes in registration data. Proceeding with the registration process indicates its intent to comply with this Term. Level One will keep your registration information private and confidential. All banking information will be stored on secure and encrypted servers.
- 3. **Correct Email.** You agree that you have access to the Internet and to a current email address. You have sole responsibility for providing Level One with a correct and operational email address. Level One will not be liable for any undelivered email communications or any costs you incur for maintaining Internet access and an email account. You must promptly notify Level One of any change in your email or postal mailing address.
- 4. **Passwords.** You are solely responsible for maintaining the confidentiality of your Membership password(s), and agree that Level One Technologies, Inc. will have no obligations with regard thereto. You agree not to divulge your Account password(s) to anyone, nor may you use anyone else's password(s). If you believe your password has been lost or stolen or someone has gained access to your password without your permission, call us immediately at 1-800-240-1824 or email us at [service@epaymanager.com](mailto:service@epaymanager.com). No staff member of Level One will ever ask for your password(s) or have any method of obtaining your membership passwords. Every Epay user for your company should have a unique username and password. Passwords can be reset if they are lost or forgotten. Our servers will encrypt a temporary password and email it to the email address on file for that member. This temporary password will allow the user to login and require them to change their password. Level One is not responsible for any losses you incur as a result of your misuse of your Membership password(s).
- 5. **Electronic Communications.** To the fullest extent permitted by applicable law, these Terms and Conditions and any other agreements, notices, or other communications regarding your Membership and/or your use of Epay ("Communications") may be provided to you electronically and you agree to receive Communications in an electronic form. Electronic Communications may be posted on the pages within the Epaymanager.com web site and/or delivered to your email address. All Communications in either electronic or paper format will be considered to be in

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"writing," and to have been received no later than five (5) business days after posting or dissemination, whether or not you have received or retrieved the Communication. Level One reserves the right but assumes no obligation to provide Communications in paper format. Your consent to receive Communications electronically is valid until you revoke your consent by notifying Level One of your decision to do so, by sending an email message to [service@epaymanager.com](mailto:service@epaymanager.com) or by calling 1-800-240-1824. If you revoke your consent to receive Communications electronically, Level One shall have the absolute right to terminate your right to use the Epay site.

6. **Confidentiality.** All proprietary data and information, including but not limited to contract rate information, of Penske obtained by Level One in connection with the use of Epay shall remain the property of Penske and shall be used by Level One solely for its normal use in Epay. Level One acknowledges and agrees that the disclosure of the proprietary information of Penske to Level One does not confer upon Level One any license, interest or rights of any kind in or to the proprietary information. Level One will hold in confidence and not disclose, reproduce, distribute, transmit, reverse engineer, decompile, disassemble, or transfer, directly or indirectly, in any form, by any means, or for any purpose, the proprietary information of Penske or any portion thereof. Level One may disclose the proprietary information only to its attorneys, accountants and employees to the extent such persons have a need to know such information for the purposes of performing the Service Agreement between Level One and Penske.
7. **Fees.** For the right to complete a transaction through Epay you agree that Level One shall be entitled to a nonrefundable transaction fee (the "Transaction Fee"). The Transaction Fee is one dollar and fifty-five cents (US \$1.55) per transaction. For transactions that require Level One to process Penske's payments through the ACH network, the transaction fee will be adjusted to one dollar and ninety cents (US \$1.90) per transaction. The Transaction Fee will be collected electronically on a weekly basis. A failure to pay the weekly Transaction Fee will result in the loss of use of Epay until payment is made. The Transaction Fee includes only the use of the Epay software and does not include the use of the faxing, imaging and posting of payment related documents such as, but not limited to, proof of deliveries, bills of lading, fuel receipts, etc. The fax and imaging service is available for use when needed at a cost of ten cents (US \$0.10) per page received. The images will not need to be retained after payment. Fees for use of the fax and imaging service will be collected weekly with the Transaction Fee. For purposes of this Agreement, a fax is defined as a cover sheet from the Epay website and its corresponding documents. The Transaction Fee does not include the electronic settlement of the invoice. Under this agreement Level One will transmit a payment file to Penske for internal processing. Level One is not involved in negotiations between you and your vendors and customers, and any early payment discount(s) that may apply is not required, controlled, or determined by Level One. For your records and verification, the Transaction Fee will appear on the Transaction Summary template and all Payment Status Lists on the website. Custom programming performed by Level One may be subject to additional fees, at the discretion of Level One, and will be mutually agreed upon by all involved parties and Level One prior to the start of programming. Beginning one year after the contract date, Level One may increase all fees subject to the annual percentage limitation stated in the next sentence, by giving at least 60 days prior written notice to Penske. The annual rate of increase during the Initial Term shall not exceed the sum of the annual rate of increase in the United States Consumer Price Index - All Urban Consumers published by the United States Department of Labor, Bureau of Labor Statistics ("CPI") (or a comparable replacement index) during the then most currently available 12 month period. The annual adjustment will be limited to the sum of the full annual CPI adjustment for the first 450,000 transactions processed after the adjustment period plus an amount based on the CPI, with a 1% cap for the remaining number of transactions processed after the adjustment period. After adjustment, the Transaction Fee shall be rounded off to the nearest whole cent.
8. **Systems Integration.** Level One will provide a standard systems integration with all companies under contract for services through the Epay site. Level One will provide these members with the necessary tools and assistance to facilitate and automated transfer of data from the customer's transportation management system ("TMS") to Epay in order to create and electronic invoice. The integration will also provide a method for the transfer of data from Epay to the customer's TMS to confirm the payment of an invoice and to close an open accounts payable or receivable record. Level One will include, but not limit, the following for most systems integration: XML Document Type Descriptions and sample XML Documents, Client Secure Sockets Layer or Transport Layer Security as needed, programming assistance during implementation, testing and planning, storage of transaction data and delivery documents for a period of no less than three (3) years, and technical support over the application and related gateway. The customer will provide their own staff and any programming necessary to import and/or export the necessary data from their own TMS. Custom programming is available to customers in need of assistance with proprietary systems and will be done at a negotiated rate.
9. **Processing.** Level One shall make reasonable efforts to ensure that requests for electronic debits and credits involving bank accounts are processed in a timely manner. Epay's payment instructions are sent once a day to Penske for internal payment processing. All transactions must be approved for processing before Penske's daily deadline in order to be processed that day. Because Level

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One is not processing the payment file through its payment processor, Level One will solely rely on Penske to process the payments as instructed in the daily payment file. Epay will update the status of all transactions in the Epay application to reflect completed payment unless Penske notifies Level One of a different status. All reversals and processing errors will be handled by Penske. A number of factors, several of which are outside of Level One's control, will contribute to when the funds are received. WE MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE AMOUNT OF TIME NEEDED TO COMPLETE PROCESSING, SUCH AS DELAYS IN THE BANKING SYSTEM OR THE U.S. OR INTERNATIONAL MAIL SERVICE, NOR SHALL WE BE LIABLE FOR ANY DAMAGES ARISING FROM ANY CLAIM OF DELAY.

10. **Support and Training.** Level One will provide customer support for Epay free of charge during its normal business hours. Level One's employees will promptly address any questions, problems or concerns from Penske and its carriers. Support requests after hours can be left as a voice mail, emailed to [info@epaymanager.com](mailto:info@epaymanager.com) or completed as an online support request at [http://www.epaymanager.com/support\\_request.html](http://www.epaymanager.com/support_request.html). After hours requests will be resolved during the next business day. Penske will receive user training over the telephone at no additional charge. The Penske employees trained by Level One should be key employees who are capable of training other Penske employees as needed. Training sessions can be scheduled in advance with a written request. Additionally, a full suite of training videos is available on Epay. Training will be reserved specifically for the use of Epay and will not include training on other Penske controlled systems or processes as they relate to Epay.
11. **Electronic Transfers.** It is understood that Penske will be responsible for all payment processing, however, in the event Level One processes any payment through Epay, you are requesting an electronic transfer from your bank account. Upon your request, Level One will make electronic transfers via the Epay application to and from your U.S. bank account in the amount you specify, minus any applicable fees. You agree that such requests constitute authorization for such transfers. If you request an electronic transfer from your bank account, you also authorize Level One to confirm your control of your bank account through various methods, including, but not limited to, calling your business' principal, requiring the entry of credit card information, or requiring a forced transfer of a small amount to verify your bank account balance. Your bank account and your Epay Membership will be considered verified once you correctly enter the deposit amounts on the Epay site. The minimum debit amount per transaction is \$25.00 and the maximum allowed is \$30,000.
12. **Reversal Transactions.** It is understood that Penske will be responsible for all payment processing, including reversal and error handling. In the event Level One becomes the payment processor for any transaction that is reversed for any reason, you will owe Level One for the amount of the reversed transaction. Examples of such a reversal include, but are not limited to, a closed bank account was used, a reversal of the transaction because the sender of the payment was using an unauthorized checking account and the electronic equivalent check returned due to insufficient funds. Level One will seek to recover the funds from you by debiting your account balance and, if there are not sufficient funds in your account balance, you agree that Level One has the right to collect your debt to Level One through a traditional invoice or by any other legal means. You authorize Level One to withdraw any amount deposited by Level One with respect to a reversal transaction in accordance with U.S. Federal Reserve standard terms.
13. **Not a Bank.** You acknowledge that: (i) Epay is not a banking service; (ii) Epay is not insured by any government agency of any nation; and (iii) Epay is not subject to banking regulations.
14. **Penalties.** Level One reserves the right to terminate your Membership if this agreement is violated and with prior written notice.. Level One also reserves the right to charge or impose fines for fees incurred by Level One through users who misuse the Epay site. Termination of your Membership does not remove your responsibility under this agreement to pay all fees incurred up to the date the Membership was canceled including any fees incurred up to the date of termination of the service. If Penske terminates their membership prior to the end of the original term, Penske will owe Level One an Early Termination Penalty. For termination of this Agreement prior to the processing of one hundred thousand transactions or two years of processing time from the effective date of this Agreement, whichever comes first, the Termination Penalty will be one hundred fifty thousand dollars (US \$150,000). The Termination Penalty will be waived for the remainder of the initial term once one hundred thousand transactions have been processed or two years of transaction processing time from the effective date of the Agreement have been completed.. Level One reserves the right to terminate a user's Membership for abuse, neglect, fraudulent, or illegal actions at any time with prior written notice.
15. **Arbitration.** Any controversy or claim arising out of or relating to these terms and conditions or the provision of Level One and/or Epay shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated with any claim or controversy of any other party. The arbitration shall be conducted in St. Louis, Missouri, and judgment on the arbitration award may be entered in any court having jurisdiction thereof. Either you or Level One may seek any interim or preliminary relief from a court of competent jurisdiction in St. Louis, Missouri, necessary to protect the rights or

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property of you or Level One (or its subsidiaries, affiliates, agents, employees, and assigns) pending the completion of arbitration.

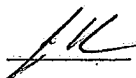
16. **Site Use and Content.** You may view, copy, or print pages from this site solely for personal, noncommercial purposes. You may not otherwise use, modify, copy, print, display, reproduce, distribute, or publish any information from the sites without the express permission of Level One. At any time Level One may, with notice, make changes to the Epay site or to the online services or products described in the sites. Changes to the Epay site will be classified at three levels; Minor, Intermediate and Major. Changes classified as Minor will not require any testing or approval by Penske and will include, but aren't limited to, minor infrastructure changes, changes to Epay's marketing site, site updates or fixes that do not significantly change the use of the application. Changes classified as Intermediate will require prior notification to Penske and possible testing by Penske's employees and will include, but aren't limited to significant changes to the look and feel of the application, removal of existing data fields and the addition of new data fields. Changes classified as Major will require prior notification to Penske for testing and evaluation before implementation and will include, but aren't limited to changes to the Penske interface, database as it relates to Penske, removal of reports or other tools currently used by Penske employees or its carriers.
17. **Links to Other Sites.** The Epay site may include hyperlinks to websites maintained or controlled by others. Level One is not responsible for and does not endorse the contents of, use of, or any of the products or services offered in these sites.
18. **Cancellation.** You may cancel your Epay Membership at any time upon prior written notice to us, subject to terms and penalties set forth in this Agreement. Level One reserves the right to cancel this service at any time. If customer does not access account for a period of one (1) year, it will be terminated. Upon cancellation or termination of the Membership, Level One will delete your banking information in order to safeguard against illegal access to it.
19. **Hacking.** If you use, or attempt to use Epay for other purposes including but not limited to tampering, hacking, modifying or otherwise corrupting the security or functionality of Epay, your Membership will be terminated and you will be subject to damages and other penalties, including criminal prosecution where available.
20. **Assignability.** You may not transfer any rights or obligations you may have under these Terms and Conditions without the prior written consent of Level One. Level One reserves the right to transfer any right or obligation under this Service Agreement with written notice to Penske within 120 days of the transfer.
21. **Indemnification.** You agree to indemnify, defend and hold harmless Level One, its affiliates, officers, directors, and employees from any claim, action, demand, loss, or damages (including, but not limited to, attorneys' fees) made or incurred by any third party arising out of or relating to your use of Epay. Level One agrees to indemnify, defend and hold harmless Penske, its affiliates, officers, directors and employees from any claim, action, demand, loss, or damages (including, but not limited to, attorneys' fees) made or incurred by any third party arising out of or relating to Penske's use of Epay.
22. **Disclaimers.** The user of the Epay site and services assumes all responsibility and risk for the use of the servers and the Internet generally. Level One and its affiliates disclaim all warranties, representations, or endorsements, express or implied, with regard to the information accessed from, or via Level One's server or the Internet, including, but not limited to, all implied warranties of merchantability or fitness for a particular purpose. Level One will ensure the data received by Penske will be populated into the correct data fields as specified in the technical documents agreed to by both parties. Level One does not assume any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed on the server or other material accessible from the servers. In no event shall Level One be liable for any special, indirect, or consequential damages, or any damages whatsoever resulting from loss of use, data, or profits, whether in an action of contract, negligence, or other tortious action, arising out of or in connection with the use or performance of the information on this server or the Internet generally.
23. **No Warranties.** To the extent that you utilize Epay, you acknowledge that there cannot be a guarantee that communications or transactions conducted online will be absolutely secure. You further acknowledge that there may be system failure that may limit your ability to use the online services. You agree to assume all risk and liability arising from your use of any Epay online services, including the risk of breach in the security of the communications or transactions you conduct with Level One. Level One's online services are provided "AS IS" without warranty of any kind, whether express or implied, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, or otherwise. Any Level One material on these servers may include technical inaccuracies or typographical errors. Level One is not responsible for any damages incurred, consequential or otherwise. Level One has the right to make changes and updates to any information contained within the servers with prior notice as described in Section 16 of this Agreement. The information provided on this server and site is provided on an "AS IS" and "AS AVAILABLE" basis without warranties of any kind, either express or implied, including, but not limited to, warranties of title, noninfringement or implied warranties of merchantability or fitness for a particular purpose. No advice or information given by Level One, its affiliates or their respective employees shall create any warranty. Neither Level One nor its affiliates warrant that the

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information on the servers or on the Internet generally will be uninterruptible or error free or that any information, software, or other material accessible from this server is free of viruses or other harmful components.

24. **Insurance.** Level One agrees to maintain a professional liability insurance policy in the amount of \$1,000,000.00 during the term of this Agreement.
25. **Modifications.** This Agreement supercedes the Terms and Conditions posted on Epay and agreed to via registration.
26. **Controlling Law.** This Agreement is to be governed and construed in accordance with the laws of the State of Missouri, without regard to its conflict of law provisions.
27. **Entire Agreement.** This Agreement embodies the entire understanding among all of the parties with respect to its subject matter and supersedes all previous communications, representations or understanding, either oral or written.
28. **Severability.** In the event any provision of this Agreement is found to be invalid, voidable or unenforceable, the parties agree that unless it materially affects the entire intent and purpose of this Agreement, such invalidity, voidability, or unenforceability shall affect neither the validity of this Agreement nor the remaining provisions herein, and the provision in question shall be deemed to be replaced with a valid and enforceable provision most closely reflecting the intent and purpose of the original provision.
29. **Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and its successors and permitted assigns.
30. **Media Releases.** All media releases, public announcements, and public disclosures by either party relating to this Agreement or the subject matter of this Agreement (each, a "Disclosure"), shall be subject to review and written approval by the other party prior to release, which shall not be unreasonably withheld.
31. **Inspection.** During the term of this Agreement, Penske or its representative may enter Level One's premises and hosting site during normal working hours to verify Level One's compliance with this Agreement. Penske must provide Level One with a minimum of 24 hour notice during normal business hours. Any inspection shall be undertaken in the presence of an authorized representative of Level One, and shall be limited to reasonable inquiries to determine whether an infringement of this Agreement has occurred.
32. **Ethical Hack.** Penske, at its own expense, with coordination of Level One will be allowed to perform an ethical hack through its choice of providers. Any vulnerabilities detected that are determined severe, based on Penske's and GE's policies, must be remedied within 30 calendar days at no cost to Penske. Failure to resolve the issues within the 30 calendar days can be considered a breach of this Agreement.
33. **Software Versions.** Level One agrees to maintain stability, performance and security by keeping our operating systems within a minimum of two major releases, currently supported by the operating system vendor. When a new version of the operating system is released, Level One will evaluate the best time to upgrade, prior to the time that our existing operating system is no longer supported by the vendor.

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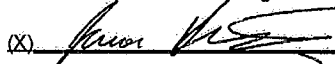
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A signed Escrow Agreement for software, source code and data recovery will be executed between Level One Technologies, Inc. and Penske Truck Leasing Co., L.P. within 30 days of the execution of this Agreement. If after 30 days from signing of this Service Agreement, a signed Escrow Agreement for software, source code and data recovery is not executed between Level One Technologies, Inc. and Penske Truck Leasing Co., L.P., this Service Agreement becomes null and void and no penalty under Section 14 of this Service Agreement will apply.

**Level One Technologies, Inc:**

Name: Jason Kirkpatrick

Title: Operations Manager

Signature: (X) 

Date: 11-7-08

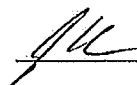
**Penske Truck Leasing Co., L.P.:**

Name: ANDREA AVTJOGLOU

Title: SUPV CONTROLLER

Signature: (X) 

Date: NOV 7TH 2008

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